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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

TIAA-CREF INVESTMENT)	Case No. 5:24-cv-00478-NW
MANAGEMENT, LLC, et al.,)	
)	STIPULATED [PROPOSED] PROTECTIVE
Plaintiffs,)	ORDER
)	
vs.)	
)	
GREGORY W. BECKER, et al.,)	
)	
Defendants.)	
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1 Plaintiffs¹ and Defendants² in the above-captioned action (the “Action”) (collectively, the
2 “Parties”), by and through their undersigned counsel, have met and conferred and submit the
3 following Stipulated [Proposed] Protective Order (the “Stipulated Protective Order” or “Order”).

4 **1. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this Action are likely to involve production of
6 confidential, proprietary, or private information for which special protection from public disclosure
7 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
8 the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
9 Order. The Parties acknowledge that this Order does not confer blanket protections on all
10 disclosures or responses to discovery and that the protection it affords from public disclosure and use
11 extends only to the limited information or items that are entitled to confidential treatment under the
12 applicable legal principles. The Parties further acknowledge, as set forth in §12.3 below, that this
13 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil

15 ¹ “Plaintiffs” refers collectively to Teachers Insurance and Annuity Association of America
16 and its following subsidiaries, funds, and accounts: (i) TIAA-CREF Investment Management, LLC;
17 (ii) Teachers Advisors, LLC; (iii) Nuveen Asset Management, LLC; (iv) Nuveen Fund Advisors,
18 LLC; (v) CREF Equity Index Account; (vi) CREF Stock Account; (vii) Nuveen Large-Cap Select
19 Fund; (viii) CREF Global Equities Account; (ix) TIAA-CREF S&P 500 Index Fund; (x) TIAA-
20 CREF Equity Index Fund; (xi) TIAA-CREF Growth & Income Fund; (xii) Nuveen ESG Large-Cap
21 Value ETF; (xiii) Nuveen ESG Mid-Cap Growth ETF; (xiv) Nuveen ESG Mid-Cap Value ETF; (xv)
22 TIAA-CREF Life Growth & Income Fund; (xvi) CREF Social Choice Account; (xvii) TIAA
23 Separate Account VA-1; (xviii) TIAA-CREF Large-Cap Growth Index Fund; (xix) TIAA-CREF
24 Large-Cap Value Index Fund; (xx) TIAA-CREF Social Choice Low Carbon Equity Fund; (xxi)
25 CREF Core Bond Account; (xxii) TIAA-CREF Life Insurance Company; (xxiii) TIAA-CREF Bond
26 Index Fund; (xxiv) TIAA-CREF Core Plus Bond Fund; (xxv) TIAA-CREF Core Impact Bond Fund;
27 (xxvi) Nuveen Global High Income Fund; (xxvii) Nuveen Preferred & Income Opportunities Fund
28 on behalf of itself and as successor in interest to Nuveen Preferred & Income Securities Fund and
Nuveen Preferred and Income Fund; (xxviii) Nuveen Preferred and Income Term Fund; (xxix)
Nuveen Multi-Asset Income Fund on behalf of itself and as successor in interest to Nuveen Tax-
Advantaged Total Return Strategy Fund; (xxx) Nuveen Core Plus Impact Fund; (xxxi) Nuveen
Variable Rate Preferred & Income Fund; (xxxii) Nuveen Preferred Securities and Income Fund;
(xxxiii) Nuveen Enhanced Yield U.S. Aggregate Bond ETF; (xxxiv) Nuveen ESG U.S. Aggregate
Bond ETF; (xxxv) Teachers Insurance and Annuity Association of America; (xxxvi) Nuveen U.S.
Core Impact Bond Fund; and (xxxvii) TIAA-CREF Life Social Choice Equity Fund.

² “Defendants” refers collectively to Gregory W. Becker, Daniel J. Beck, Karen Hon, Roger F.
Dunbar, Beverly Kay Matthews, Eric A. Benhamou, Elizabeth Burr, John S. Clendening, Richard D.
Daniels, Alison Davis, Joel P. Friedman, Jeffrey N. Maggioncalda, Mary J. Miller, Kate D. Mitchell,
John F. Robinson, Garen K. Staglin, BofA Securities, Inc., and Goldman Sachs & Co. LLC.

1 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
2 applied when a Party (defined below) seeks permission from the Court to file material under seal.

3 **2. DEFINITIONS**

4 2.1 **Challenging Party:** a Party or Non-Party that challenges the designation of
5 information or items under this Order.

6 2.2 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is
7 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of
8 Civil Procedure 26(c).

9 2.3 **Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as well
10 as their support staff).

11 2.4 **Designating Party:** a Party or Non-Party that designates information or items that it
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 2.5 **Disclosure or Discovery Material:** all items or information, regardless of the medium
14 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
15 transcripts, and tangible things), that are produced or generated in disclosures or responses to
16 discovery in this matter.

17 2.6 **Expert:** a person with specialized knowledge or experience in a matter pertinent to the
18 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
19 consultant in this Action.

20 2.7 **House Counsel:** attorneys who are employees of a Party to this Action. House
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.8 **Non-Party:** any natural person, partnership, corporation, association, or other legal
23 entity not named as a Party to this Action.

24 2.9 **Outside Counsel of Record:** attorneys who are not employees of a Party to this
25 Action but are retained to represent or advise a Party to this Action and have appeared in this Action
26 on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

27 2.10 **Party:** any party to this Action, including all of its officers, directors, employees,
28 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1 2.11 ***Producing Party***: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this Action.

3 2.12 ***Professional Vendors***: persons or entities that provide litigation support services
4 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
5 storing, or retrieving data in any form or medium) and their employees and subcontractors.

6 2.13 ***Protected Material***: any Disclosure or Discovery Material that is designated as
7 “CONFIDENTIAL” pursuant to this Stipulated Protective Order.

8 2.14 ***Receiving Party***: a Party that receives Disclosure or Discovery Material from a
9 Producing Party.

10 **3. SCOPE**

11 The protections conferred by this Stipulated Protective Order cover not only Protected
12 Material (as defined above), but also: (1) any information copied or extracted from Protected
13 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
14 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected
15 Material. However, the protections conferred by this Stipulated Protective Order do not cover the
16 following information: (a) any information that is in the public domain at the time of disclosure to a
17 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
18 result of publication not involving a violation of this Order, including becoming part of the public
19 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the
20 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
22 Protected Material at trial shall be governed by a separate agreement or order.

23 **4. DURATION**

24 Even after final disposition of this litigation, the confidentiality obligations imposed by this
25 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
26 otherwise directs. Final disposition shall be deemed to be the later of: (1) dismissal of all claims and
27 defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion
28

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the
2 time limits for filing any motions or applications for extension of time pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 *Exercise of Restraint and Care in Designating Material for Protection.* Each Party
5 or Non-Party that designates information or items for protection under this Order must take care to
6 limit any such designation to specific material that qualifies under the appropriate standards. Except
7 as stated in the following paragraph, the Designating Party must designate for protection only those
8 parts of material, documents, items, or oral or written communications that qualify – so that other
9 portions of the material, documents, items, or communications for which protection is not warranted
10 are not swept unjustifiably within the ambit of this Order. In addition, any Party reproducing
11 documents received from any Non-Party (the “Original Producing Party”), including documents
12 produced by any governmental agency or in any other litigation that are discoverable in this Action,
13 shall be permitted to include in their entirety any confidentiality or other designations applied by the
14 Original Producing Party.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
16 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
17 encumber or delay the case development process or to impose unnecessary expenses and burdens on
18 other parties) expose the Designating Party to sanctions. The Parties agree that confidentiality
19 designations will be applied on the document level; each page of the document will be branded
20 “CONFIDENTIAL” if any portion of the document is Confidential. The Receiving Party can
21 challenge the designation of specific pages in a “CONFIDENTIAL” document using the process
22 outlined in §6 below. The Designating Party will comply with reasonable requests to remove the
23 “CONFIDENTIAL” designation on pages that do not contain information or items that qualify for
24 protection.

25 If it comes to a Designating Party’s attention that information or items that it designated for
26 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
27 that it is withdrawing the mistaken designation.

1 5.2 ***Manner and Timing of Designations.*** Except as otherwise provided in this Order
2 (see, e.g., second paragraph of §5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
3 Discovery Material that qualifies for protection under this Order must be clearly so designated
4 before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) For information in documentary form (e.g., paper or electronic documents, but
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
8 affix the legend “CONFIDENTIAL” to each page of the document that contains protected material,
9 or, in the case of an electronic document that is produced in native form or is impracticable to
10 produce in a form with the affixed legend, by placing the legend on a placeholder document bearing
11 the document’s production number.

12 A Party or Non-Party that makes original documents or materials available for inspection
13 need not designate them for protection until after the inspecting Party has indicated which material it
14 would like copied and produced. During the inspection and before the designation, all of the
15 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting
16 Party has identified the documents it wants copied and produced, the Producing Party must
17 determine which documents qualify for protection under this Order. Then, before producing the
18 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page of
19 the document that contains Protected Material, or, in the case of an electronic document that is
20 produced in native form or is impracticable to produce in a form with the affixed legend, by placing
21 the legend on a placeholder document bearing the document’s production number.

22 (b) for testimony given in a deposition or in other pretrial or trial proceedings, the
23 entire transcript shall be treated as if designated “CONFIDENTIAL” until 30 days after delivery of
24 the final transcript for the applicable proceeding, before the expiration of which period Counsel for
25 any Party or Non-Party may, in writing, designate the entire transcript or any sections of the
26 transcript as “CONFIDENTIAL.”

1 (c) for information produced in some form other than documentary and for any
2 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
3 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”

4 5.3 ***Inadvertent Failures to Designate.*** If timely corrected, an inadvertent failure to
5 designate qualified information or items does not, standing alone, waive the Designating Party’s
6 right to secure protection under this Order for such material. Upon timely correction of a
7 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
8 accordance with the provisions of this Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 ***Timing of Challenges.*** Any Party or Non-Party may challenge a designation of
11 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
12 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
13 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
14 confidentiality designation by electing not to mount a challenge promptly after the original
15 designation is disclosed.

16 6.2 ***Meet and Confer.*** The Challenging Party shall initiate the dispute resolution process
17 by providing written notice of each designation it is challenging and describing the basis for each
18 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
19 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
20 of the Stipulated Protective Order. The Designating Party and the Challenging Party shall attempt to
21 resolve each challenge in good faith and must begin the process by conferring directly (in voice-to-
22 voice dialogue; other forms of communication are not sufficient) within 14 days of the date of
23 service of notice or as otherwise agreed between the Designating Party and the Challenging Party.
24 In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
25 designation was not proper and must give the Designating Party an opportunity to review the
26 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
27 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
28 the challenge process only: (i) if it has engaged in this meet-and-confer process first and informs the

1 Designating Party that the parties are at an impasse and the meet-and-confer process will not resolve
2 the dispute; or (ii) establishes that the Designating Party is unwilling to participate in the meet-and-
3 confer process in a timely manner.

4 **6.3 *Judicial Intervention.*** If the parties cannot resolve a challenge without Court
5 intervention, they shall follow the procedures for resolving discovery disputes set forth in Judge van
6 Keulen’s Civil and Discovery Referral Matters Standing Order and present the dispute by filing a
7 joint statement directed to Judge van Keulen.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 **7.1 *Basic Principles.*** A Receiving Party may use Protected Material that is disclosed or
10 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
11 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
12 the categories of persons and under the conditions described in this Order. When the litigation has
13 been terminated, a Receiving Party must comply with the provisions of §13 below (FINAL
14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a location and in a
16 secure manner that ensures that access is limited to the persons authorized under this Order.

17 **7.2 *Disclosure of “CONFIDENTIAL” Information or Items.*** Unless otherwise ordered
18 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
19 information or item designated “CONFIDENTIAL” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
22 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
23 Bound” that is attached hereto as Exhibit A;

24 (b) the officers, directors, employees, and former employees (including House
25 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and
26 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
2 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel, and any appellate court in this litigation;

5 (e) court reporters, stenographers, or video operators, and their staff, and
6 Professional Vendors to whom disclosure is reasonably necessary for this Action;

7 (f) professional jury or trial consultants and mock jurors to whom disclosure is
8 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
9 to Be Bound” (Exhibit A);

10 (g) during their depositions, witnesses in the Action to whom disclosure is
11 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
12 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
13 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
14 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
15 this Stipulated Protective Order;

16 (h) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information; and

18 (i) special masters, mediators, or other third parties retained by the Parties for
19 settlement purposes or resolution of discovery disputes or mediation.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
21 **OTHER LITIGATION**

22 If a Party is served with a subpoena, discovery request, or a court order issued in other
23 litigation that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party together with a copy of the
26 subpoena, discovery request, or court order;

27 (b) promptly notify in writing the party who caused the subpoena, discovery
28 request, or order to issue in the other litigation that some or all of the material covered by the

1 subpoena, discovery request, or order is subject to this Stipulated Protective Order. Such notification
2 shall include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by
4 the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the subpoena,
6 discovery request, or court order shall not produce any information designated in this Action as
7 “CONFIDENTIAL” before a determination by the court from which the subpoena, discovery
8 request, or order issued, unless the Party has obtained the Designating Party’s permission. The
9 Designating Party shall bear the burden and expense of seeking protection in that court of its
10 confidential material – and nothing in these provisions should be construed as authorizing or
11 encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

12 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
13 **THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-
15 Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-
16 Parties in connection with this litigation is protected by the remedies and relief provided by this
17 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
18 additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce a
20 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with
21 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

22 (i) promptly notify in writing the Requesting Party and the Non-Party that
23 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

24 (ii) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
26 description of the information requested; and

27 (iii) make the information requested available for inspection by the Non-
28 Party.

1 (c) If the Non-Party fails to object or seek a protective order from this Court
2 within 14 days of receiving the notice and accompanying information, the Receiving Party may
3 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
4 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
5 possession or control that is subject to the confidentiality agreement with the Non-Party before a
6 determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the
7 burden and expense of seeking protection in this Court of its Protected Material.

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
10 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
11 the Receiving Party must immediately: (a) notify in writing the Designating Party of the
12 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected
13 Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the
14 terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
19 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
20 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). To be clear, the inadvertent
21 production – in and of itself, and without more – of material that is subject to a claim of privilege or
22 other protection does not waive the claim of privilege or other protection. This provision is not
23 intended to modify whatever procedure may be established in an electronic discovery order that
24 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d)-(e), insofar as the parties reach an agreement on the effect of disclosure of a communication
26 or information covered by the attorney-client privilege or work product protection, the parties may
27 incorporate their agreement in the stipulated protective order submitted to the Court.
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1 **12. MISCELLANEOUS**

2 12.1 ***Right to Further Relief.*** Nothing in this Order abridges the right of any person to
3 seek its modification by the Court in the future.

4 12.2 ***Right to Assert Other Objections.*** By stipulating to the entry of this Stipulated
5 Protective Order, no Party waives any right it otherwise would have to object to disclosing or
6 producing any information or item on any ground not addressed in this Stipulated Protective Order.
7 Similarly, no Party waives any right to object on any ground to use in evidence of any of the material
8 covered by this Stipulated Protective Order.

9 12.3 ***Filing Protected Material.*** Without written permission from the Designating Party or
10 a Court order secured after appropriate notice to all interested persons, a Party may not file in the
11 public record in this Action any Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
13 under seal pursuant to a Court order authorizing the sealing of the specific Protected Material at
14 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
15 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
16 protection under the law. If a Receiving Party's request to file Protected Material under seal
17 pursuant to Civil Local Rule 79-5 is denied by the Court, then the Receiving Party may file the
18 information in the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the
19 Court.

20 **13. FINAL DISPOSITION**

21 Within 60 days after the final disposition of this Action, as defined in §4 above, each
22 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
23 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
25 the Protected Material is returned or destroyed, the Receiving Party must submit a written
26 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
27 by the 60-day deadline that: (1) identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
2 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
4 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
5 and expert work product, even if such materials contain Protected Material. Any such archival
6 copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order
7 as set forth in §4 (DURATION).

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9 DATED: August 19, 2025

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25 Attorneys for Plaintiffs

26 DATED: August 19, 2025

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27
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20 DATED: August 19, 2025

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: August 19, 2025



SUSAN VAN KEULEN
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for the
6 Northern District of California on [date] in the case of _____ [insert formal name of the case
7 and the number and initials assigned to it by the court]. I agree to comply with and to be bound by
8 all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
9 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
10 that I will not disclose in any manner any information or item that is subject to this Stipulated
11 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the
13 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
14 Order, even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related
18 to enforcement of this Stipulated Protective Order.

19 Date: _____

20 City and State where sworn and signed: _____

21 Printed name: _____

22 Signature: _____

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SIGNATURE ATTESTATION

I am the ECF user whose identification and password are being used to file this document. In compliance with Local Rule 5-1(i)(3), I do hereby attest that each signatory had concurred in this filing.
Dated: August 19, 2025

s/ Erika L. Oliver

ERIKA L. OLIVER